

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 531-13-1-037-0004		PAGE 1 OF 45	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-13-Q-0124	
6. SOLICITATION ISSUE DATE 03-01-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Paul Richardson		b. TELEPHONE NO. (No Collect Calls) 208-429-2016		8. OFFER DUE DATE/LOCAL TIME 03-15-2013 12:00 PM PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621512 SIZE STANDARD: \$14 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971				19. TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
20. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				21. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The VHA Network Contracting Office 20 is soliciting MRI Exam Services for the Boise, ID VA Medical Center. Interested parties are advised to pay special attention to the instructions in the Basis of Selection section of the solicitation, page 42, when preparing their proposal. It is a violation of the Federal Acquisition Regulation for vendors and Government employees to discuss the solicitation prior to award. All communications are required to take place between interested offerors and the Contract Specialist listed in block 7a, above. Offerors are advised that any communication with employees of the Roseburg VA Medical Center regarding this competitive solicitation may result in a determination by the Contracting Officer that they are no longer eligible to be considered for award. (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark A Erickson Contract Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00260
Department of Veterans Affairs
Network Contracting Office 20

960 Broadway Ave, Suite 460
Boise ID 83706

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other [Monthly]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

B.2 PERFORMANCE WORK STATEMENT

MRI EXAM SERVICE FOR THE BOISE VA HEALTHCARE SYSTEM (BVAHS)

1.0. INTRODUCTION: The MRI Exam service shall examine approximately 50-100 MRI exams per year for the Boise VA Healthcare System (BVAHS). The contract is needed to provide MRI services for workload overflow since current staffing and equipment resources are unable to accommodate the current workload at the BVAHS.

1.1. MRI exams will be provided as required 365 days a year. All requested services shall be completed within 14 working days of the requested desired date. Urgent exams will be completed within 48 hours of requested desired date. Emergent exams must be completed within two hours of requested desired time. All CDs shall be returned to the Boise VA Medical Center via VA courier within 24 hrs after interpretation. In case of an emergency or urgent exam; the CD of the exam may be returned with the patient.

1.2 Contractor to provide all staffing, supplies, equipment, CDs, contrast and facilities for the performance of Magnetic Resonance Imaging (MRI) as described in this solicitation for beneficiaries of the Department of Veterans Affairs Medical Center (VAMC), Boise, ID.

1.3. Contractor will be responsible for supervision, monitoring and interpretations of emergent scans. The selected radiologists will qualify under ACR (American College of Radiology) Standards for the Performance of Magnetic Resonance Imaging (MRI). Contractor will be responsible to indemnify (as per contract clause FAR 52.237-7), radiologists provided in performance of emergent scans for the VA. Contractor shall provide a magnetic imaging device of sufficiently high strength and/or superconductivity to ensure high quality exams are provided. A device of 1.5 TESELA is required for this contract. Closed and open MRI must be available. Open MRI for patients with claustrophobia or patients too large for closed MRI. Services shall be requested in writing by the VA. The contractor shall schedule all VA patients in the same manner as all other patients are scheduled. VA patients will not be in any way delayed until other patients are completed.

Contractor Requirements:

- a. Contractor to provide all staffing, supplies, equipment, CDs, contrast and facilities for the performance of Magnetic Resonance Imaging (MRI) as described in this solicitation for beneficiaries of the Department of Veterans Affairs Medical Center (VAMC), Boise, ID.
- b. Routine interpretation of examinations (except breast, TMJ, and prostate exams) will be accomplished by Boise VAMC personnel.
- c. Contractor will be responsible for supervision, monitoring and interpretations of breast, TMJ, prostate, and emergent scans. The selected radiologists will qualify under ACR (American College of Radiology) Standards for the Performance of Magnetic Resonance Imaging (MRI). Contractor will be responsible to indemnify (as per contract clause FAR 52.237-7), radiologists provided in performance of emergent scans for the VA.
- d. Contractor shall provide a magnetic imaging device of sufficiently high strength and/or superconductivity to ensure high quality exams are provided. A device of 1.5 TESELA is required for this contract. Closed and

open MRI must be available. Open MRI for patients with claustrophobia or patients too large for closed MRI.

- e. Services shall be requested in writing by the VA. The contractor shall schedule all VA patients in the same manner as all other patients are scheduled. VA patients will not be in any way delayed until other patients are completed.
- f. All requested services shall be completed within 14 working days of the requested desired date. Urgent exams will be completed within 48 hours of requested desired date. Emergent exams must be completed within two hours of requested desired time. All CDs shall be returned to the Boise VA Medical Center via VA courier. In case of an emergency or urgent exam; the CD of the exam may be returned with the patient.
- g. All contractor personnel assigned to perform under this contract shall adhere to applicable JCAHO standards. The VA retains the right to inspect the contractor's facility without prior notice or approval at any time to ensure the performance of this contract is acceptable.
- h. The contractor shall ensure that adequate preventative maintenance is performed on a regular basis to ensure patient safety. The contractor shall provide semi-annual reports consisting of copies of maintenance records, downtime and equipment safety certifications upon request by the VA. These reports shall be submitted at the time of contract award and every six months thereafter through the life of the contract.

Interpretation of Scans:

- i. The contractor will transact business only with the appropriate office of the VA and in no case deal directly with, or solicit from, beneficiaries of the VA. The BVAMC will be responsible for providing the radiologists to interpret non-emergent MRI examinations, excluding breast, TMJ, and prostate exams.
- j. Contractor will be responsible for interpretations of emergent scans as well as breast, TMJ, and prostate scans performed for the BVAMC at contractor facility.
- k. Contractor will be responsible to indemnify (as per FAR Clause 52.237-7) radiologists provided by the contractor in performance of emergent scans performed for the VA.

Transportation:

- l. The VA is responsible for transporting VA in-patients to and from the contractor facility. VA Outpatients will be personally responsible for transportation to and from Contractor.

1.1. Location of Services: Under this task order, the Contractor is required to provide MRI exam support service within 10 miles for emergent exams and 25 miles for routine exams of:

Boise VA Healthcare System (BVAHS)
500 West Fort Street.
Boise, ID 83702

2.0. PROVIDER QUALIFICATIONS:

2.1. The Contractor shall provide a resume and copies of the required certification/education for the selected radiologist and radiologic technologists who fulfill the following requirements.

- a. Radiologist must be ACR (American College of Radiology) Standards for the Performance of Magnetic Resonance Imaging (MRI)
- b. Technologist will be MR-certified by the American Registry of Radiologic Technologists (ARRT)
- c. Speak, read and write English proficiently;
- d. Provide evidence of demonstrated current clinical competence to perform MRI exams;
- e. Be a US citizen or permanent resident;
- f. Have a professional degree and education applicable to medical staff members, e.g., NP
- g. Provide evidence of current professional liability insurance;
- h. Evidence of current privileges (if applicable);
- i. Names of most current employer(s) and three (3) peer reference contacts;
- j. Current copy of ACLS and/or BLS certifications;
- k. Provide the following health related information for each candidate:
 - (1) Evidence of current TB surveillance status;
 - (2) Evidence of current Hepatitis B vaccination and titer;
 - (3) Copy of the provider's social security card;

2.2 Contractor will be responsible for ensuring contracted services are provided by qualified and competent personnel. Contractor will be responsible for maintaining documentation of current certification for personnel providing services to the BVAMC, if applicable. Qualifications of such personnel shall be subject to renew by the VA Chief of Staff and approval of the VA Medical Center Director.

2.3 VA may request the personnel records of one employee providing services under this contract for competency review; VA reserves the right to request copies of current certifications and/or licenses at any time during the performance of the contract.

3.0. GENERAL REQUIREMENTS:

3.1. The services to be performed by the Contractor shall be performed within the VA policies and procedures and the regulations of the Medical Staff Bylaws of the VA Boise Healthcare System.

3.2. The services to be performed by the Contractor will be under the direction of the Chief of Staff, VA Boise Healthcare System, Boise, Idaho 83702.

3.3. The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

3.4. The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for those personnel:

- a. Worker's compensation;
- b. Professional liability insurance;
- c. Health examinations;
- d. Income tax withholding; and
- e. Social security payments.

3.5. A record keeping system, maintained by the Chief of Staff, will verify services rendered or designee, who assures the VA, pays for only those services actually requested.

3.6. The Government will evaluate the quality of professional and administrative services provided, but retain no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). The method by which services will be evaluated is described in the Quality Assurance Surveillance Plan (QASP) in section D.1, below.

APPENDIX A - SPECIAL CONTRACT REQUIREMENTS

1.0. INTRODUCTION: Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to the Boise VA Healthcare System, the services and prices specified in the Performance Work Schedule of this contract. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific treatment).

North American Industry Classification System (NAICS) Code 621512 applies to this acquisition. See FAR clause titled 52.212-1 Instructions to Offerors- Commercial Items.

2.0. SERVICES:

2.1. The services specified in the Special Contract Requirements and the Price/Cost Schedule, may be changed by written modifications in accordance with FAR Part 43.103, Types of Contract modifications.

2.2. The services to be performed by the Contractor at their facilities will be performed in accordance with the Contractor's policies and procedures and the regulations of the medical staff by laws.

3.0. TERM OF CONTRACT: This contract is effective for an initial period of six (6) months with the option for four 1 year options that may be exercised by the VA. The contract is subject to the availability of funds. The VA will assign no new cases after September 30 of any year until the Contracting Officer exercises the renewal option and provides documentation of approved funding.

4.0. QUALIFICATIONS: Personnel assigned by the Contractor to perform the services covered by this contract shall be qualified in accordance with section 2.0, Provider Qualifications, of the Performance Work Statement.

5.0. CONTRACT PERFORMANCE MONITORING: The Boise VA Healthcare System Contracting Officer's Representative (COR) appointed by the Contracting Officer (CO) will be the Government official responsible for monitoring Contractor compliance under this contract. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

6.0. COMPLIANCE WITH VETS-100 REPORTING REQUIREMENTS: In accordance with Public Law 105-359, section 1354 (enacted November 30, 1998); awards will not be made under this solicitation unless the Contracting Officer is able to confirm that the offeror is registered with the Department of Labor, VETS-100 certification and has complied with requirements to file a VETS-100 report for the preceding fiscal year under Title 38 Section 4212(d). The contracting officer may require the offeror to furnish evidence of filing. For questions and information on filing VETS-100 reports, contact the VETS-100 Processing Center at (703) 461-2460. NOTICE – Federal Acquisition Clause 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era is incorporated by reference in this contract. Public Law (P.L.) 105-339, Section 1354 provides that no agency may enter into a contract with a Contractor who has not filed a VETS-100 report for the preceding year under Title 38 Section 4212(d). A contract can be placed with that Contractor as soon as the report required by Section 4212(d) for the fiscal year concern is filed with the Department of Labor. P.L. 105-339 also increased the threshold of covered contracts and subcontracts from \$10,000 to \$25,000. You are therefore strongly urged to complete this report as soon as possible to avoid delays in the contract award process. This can be done “on-line” at www.vets100.cudenver.edu/

7.0. CONTRACT MODIFICATIONS: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting

Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in prices incurred as a result thereof. The Contractor must obtain authorization from the Contracting Officer for any services required outside the scope of work provided herein.

8.0. MEDICAL RECORDS:

8.1. Medical records and other patient information shall be provided pursuant to VA policy and standards which are designed to protect the confidentiality of the patient's medical records in accordance with applicable state and federal laws and recognized standards of professional practice. It will be the responsibility of the Boise VA Healthcare System to obtain and provide evidence of patient's written authorization prior to release of patient information to non VA physicians working on behalf of the Contractor.

8.2. When the patient is released from inpatient care, Contractor shall provide the VA with copies of all inpatient records, upon request and in compliance with Contractor's policies and procedures related to release of information.

9.0. PAYMENT:

11.1. The Contractor shall provide monthly invoices in arrears that reference the task order number and the IFCAP PO number, the Contract Line Item Number(s) (CLIN), unit of issue, unit price and total amount.

11.2. The VA agrees to reimburse the Contractor according to the terms of the contract for services performed under this contract.

11.3. Sums due to the Contractor will be paid within 30 days of receipt of a properly prepared claim submitted by the Contractor.

11.4. Claims submitted by the Contractor to the VA for services rendered a VA beneficiary under the terms of this Contract shall be in full. Neither the beneficiary, his/her insurer or any other third party shall be billed by the Contractor. This provision shall survive the termination or completion of this Contract.

11.5. Refer to Title 42 Code of Federal Regulations (CFR) Sections 412.4, 415.170, 415.172, 415.178, 415.180 and 415.190 as conditions of payment.

10.0. HIPAA COMPLIANCE: In accordance with 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act) and 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), the Parties agree to hold all individually identifiable health information as that term is defined in the Health Insurance Portability and Accountability Act and regulations promulgated there-under (collectively, "HIPAA") shared with, transferred or transmitted to, or otherwise obtained by the Contractor on or from or on behalf of the VA in the course of the Contractor providing the services under this Contract ("Protected Health Information") strictly confidential, and provide protections to prevent the unauthorized disclosure of such information, including, but not limited to the protection required by applicable federal, VA, state and local laws, policies and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, HIPAA. Specifically, the Contractor agrees as follows:

a. To maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as required to perform its obligations under the Contract, as expressly permitted herein or as required or permitted by law;

- b. To ensure that any sub-Contractors or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply with respect to such information;
 - c. To make available its internal practices, books and records relating to the use and disclosure of Protected Health Information to the Department of Health and Human Services or its agents as required by HIPAA;
 - d. To incorporate any amendments or corrections to Protected Health Information when notified by the VA that the information is inaccurate or incomplete;
 - e. To, at termination of this Contract and as feasible, return or destroy all Protected Health Information that it still maintains or archive to meet the Contractor's legal obligations related to retention of records;
 - f. To ensure that, as to any Protected Health Information held by the Contractor, the Contractor policies are in place to allow access to that Protected Health Information by the subject of that information as required by HIPAA;
 - g. To report to the VA any use or disclosure of Protected Health Information which is not allowed under the terms of the Contract. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, the other party, in its sole discretion, may immediately terminate this Contract.
- 14.1. The VA has recognized the Contractor as an entity that does not require a Business Associate Agreement (BAA) with their Contractors as long as they are conducting health care on VA's behalf. Hospital based healthcare services qualifies as a medical service. Therefore, no BAA is required.

APPENDIX B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY:

1.0. GENERAL: Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2.0. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:

2.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

2.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

2.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

2.4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

2.5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3.0. VA INFORMATION CUSTODIAL LANGUAGE:

3.1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

3.2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT

resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3.3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

3.4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

3.5. The following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.*

3.6. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

3.7. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

3.8. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

3.9. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

3.10. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

3.11. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

3.12. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

3.13. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4.0. SECURITY INCIDENT INVESTIGATION:

4.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

4.2. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

4.3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

4.4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5.0. LIQUIDATED DAMAGES FOR DATA BREACH:

5.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

5.2. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

5.3. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- a. Nature of the event (loss, theft, unauthorized access);
- b. Description of the event, including:
 - (1) date of occurrence;
 - (2) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- c. Number of individuals affected or potentially affected;
- d. Names of individuals or groups affected or potentially affected;
- e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- f. Amount of time the data has been out of VA control;
- g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- h. Known misuses of data containing sensitive personal information, if any;
- i. Assessment of the potential harm to the affected individuals;
- j. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

5.4. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of **\$37.50** with a 3% increase per year per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- a. Notification;
- b. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- c. Data breach analysis;
- d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- e. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

- f. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6.0. TRAINING:

6.1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- a. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, relating to access to VA information and information systems;
- b. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- c. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- d. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements]*.

6.2. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

6.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

APPENDIX C - BACKGROUND INVESTIGATIONS PROCESS

1.0. The following explains the current process for Background Investigations (BI) that are required for contractor personnel to have routine access to a facility and to authorize access to VA/Federally owned information systems. This applies to all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. The process is specific and required beyond any additional agency credentialing and vetting processes.

2.1. All contractor employees must submit the appropriate forms to the department sponsor, to begin the application process (OF-306 and VA Form 0711). Facilities are switching to a paperless application system and will require additional information.

2.2. A Special Agency Check (SAC) is a process in which fingerprints are captured to establish the identity of an individual and determine if there are any outstanding actionable issues, as noted by the FBI. A SAC is the initial requirement for the entire BI program.

2.2.1. Your sponsor can assist you with scheduling an appointment at the nearest VHA or VBA facility.

2.2.2. It takes approximately 48 hours to 2 weeks for contracting to receive the results and adjudicate them.

2.2.3. If the fingerprints are unidentifiable, you will need to have them retaken.

2.3. A National Agency Check with Inquiries (NACI) is the minimum BI that is required to access federal information systems and sensitive information. Contractor employee(s) shall not commence working at VA facilities under contract, until the Contracting Officer receives an email notification from the VHA Security and Investigation Center (SIC) in Little Rock, Arkansas, confirming completion of the contractor employee's documentation.

2.4. Once the documentation is received by the SIC, the Contracting Officer can authorize a tentative clearance for a contractor employee to begin work on a contract.

2.4.1. A NACI will be initiated if you have cleared the adjudication process at the local level. The NACI is a position sensitivity designation of low risk.

2.4.2. The Contractor Employee, the Contracting Officer/COTR, and one additional email account (Contractor's Supervisor, COTR, etc); will receive all correspondence from the SIC.

2.4.3. Upon the NACI request, the contractor employee will be provided an emailed notice of receipt within 48 hours of the entry. This is an acknowledgement that the contractor has been adjudicated and cleared at the local level.

2.4.4. The contractor employee will receive a second email notifying of entry into OPM's e-QIP database. Once received, the contractor employee will have 14 days to go into his or her account at www.opm.gov/e-qip and complete the background questionnaire.

2.4.5. Once the questionnaire is complete, the contractor employee must ensure the "release to agency" has been clicked and the two signature pages are printed.

2.4.6. The following forms are required for the SIC to proceed with processing your BI. They can be mailed or faxed to the secure fax @ 501-257-4055 / 4018 and ensure "Contractor" is written in the top left corner of your documents:

OF-306 (Declaration of Federal Employment) obtained at
(http://www.va.gov/VABACKGROUND_INVESTIGATIONS/docs/of0306.pdf)

2 Signature Pages

Memorandum of Fingerprinting (Received During Fingerprint Appointment)

2.4.7. Once this is completed, your Contracting Officer will receive notification from the SIC. If there is missing information or further information is needed, an email will be sent to the three email addresses listed above. Problems with the e-QIP database can be handled by contacting the SIC Help Desk @ 501-257-4490

3. The Contractor shall provide complete Background Investigation applications, for all Contract Employees, promptly and in time to meet the contract performance or delivery schedule (or: within 7 calendar days after contract award). If a delay in the notification from SIC to the Contractor that a complete application has been received is due to the failure of the Contractor to provide a complete application as soon as practicable (or: within 7 calendar days) after contract award, this delay shall not excuse the Contractor from meeting the contract performance or delivery schedule and may result in termination for cause.

APPENDIX D - CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1.0. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me
- g. including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- h. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.
- i. I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

2.0. GENERAL RULES OF BEHAVIOR:

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(11) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive

information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(12) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.

(13) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(14) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(15) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

(16) Understand that restoration of service of any VA system is a concern of all users of the system.

(17) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3.0. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES:

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4.0. STATEMENT ON LITIGATION:

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5.0. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or Type Full Name

Signature

Contractor Employee Company

Position Title

Office Phone Number

Last 4 Digits of SSN

APPENDIX E - CONTRACTOR EMPLOYEES LEGAL STATUS

1.0. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.0. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

3.0. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

4.0. The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

B.3 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 04-01-2013 POP End: 03-31-2014 REQUIREMENTS ITEM: The Contractor shall provide MRI exams in accordance with the attached Performance Work Statement (PWS).	100.00	EA		
1001	Contract Period: Option 1 POP Begin: 04-01-2014 POP End: 03-31-2015 REQUIREMENTS ITEM: The Contractor shall provide MRI exams in accordance with the attached Performance Work Statement (PWS).	100.00	EA		
2001	Contract Period: Option 2 POP Begin: 04-01-2015 POP End: 03-31-2016 REQUIREMENTS ITEM: The Contractor shall provide MRI exams in accordance with the attached Performance Work Statement (PWS). Services shall be provided as required, and invoicing shall occur within 30 days of the service.	100.00	EA		
3001	Contract Period: Option 3 POP Begin: 04-01-2016 POP End: 03-31-2017 REQUIREMENTS ITEM: The Contractor shall provide MRI exams in accordance with the attached Performance Work Statement (PWS).	100.00	EA		
4001	Contract Period: Option 4 POP Begin: 04/01/2017 POP End: 03/31/2018 REQUIREMENTS ITEM:	100.00	EA		

The Contractor shall provide MRI exams in accordance with the attached Performance Work Statement (PWS).

GRAND TOTAL _____

B.4 Delivery Schedule

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 West Fort Street, Building 34 Boise ,ID 83702	100.00	04/01/2013- 03/31/2014
1001	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 West Fort Street, Building 34 Boise ,ID 83702	100.00	04/01/2014- 03/31/2015
2001	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 West Fort Street, Building 34 Boise ,ID 83702	100.00	04/01/2015- 03/31/2016
3001	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 West Fort Street, Building 34 Boise ,ID 83702	100.00	04/01/2016- 03/31/2017
4001	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 West Fort Street, Building 34 Boise ,ID 83702	100.00	04/01/2017- 03/31/2018

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- [X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [] (11) [Reserved]
- [] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- [] (ii) Alternate I (NOV 2011).
- [] (iii) Alternate II (NOV 2011).
- [] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-7.
- [] (iii) Alternate II (Mar 2004) of 52.219-7.
- [X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- [] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- [] (ii) Alternate I (Oct 2001) of 52.219-9.
- [] (iii) Alternate II (Oct 2001) of 52.219-9.
- [] (iv) Alternate III (JUL 2010) of 52.219-9.
- [] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- [] (ii) Alternate I (June 2003) of 52.219-23.
- [] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- [] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

- ☐ (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class	Monetary Wage-Fringe Benefits
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[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 2013 (and all corresponding option year dates) through 31 March 2014 (and all corresponding option year dates).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by

this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2014 (and all corresponding option year dates).

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during

the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2014 (and all corresponding option year dates).

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of contract expiry.

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2013 (and all corresponding option year dates). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2013 (and all corresponding option year dates), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

C.10 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1,000,000 per occurrence, \$3,000,000.00 in aggregate.

(End of Clause)

C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Idaho. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2012

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Quality Assurance Plan

Health Care Resources (HCR) MRI Exam Service

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Paul Richardson

Organization or Agency: VAMC VISN 20

b. Contracting Officer's Technical Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: BVAMC Chief Of Staff

Organization or Agency: BVAMC

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: BVAMC Chief Of Staff

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract.

CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined.

Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. INCENTIVES/DEDUCTS

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards (Inclusion of any monetary incentives requires approval through the Department's SPE). None

6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. DIRECT OBSERVATION. 100% surveillance: Method not used.

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. Periodic chart reviews of at least ten (10) randomly selected patient files will be reviewed per initial inspection period (60 days) and every six (6) months thereafter in accordance with Medical Center Memorandum (MCM) 3307 Medical Staff Professional Practice Evaluation. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

c. VALIDATED USER/CUSTOMER COMPLAINTS. Patient complaints are logged into the Patient Advocacy Tracking System (PATS) and are relayed to the Administrative Officer for fact-finding and resolution if found to be a valid complaint. Staff complaints are brought directly to the Associate Chief of Staff and/or Administrative Officer of the Mental Health Service for resolution if found to be valid. Acceptable Quality Level - no more than 2 valid complaints from patients and/or staff within a three (3) month period.

d. **RANDOM SAMPLING.** Random chart reviews of at least ten (10) randomly selected patient files will be reviewed per initial inspection period (60 days) and every six (6) months thereafter in accordance with Medical Center Memorandum (MCM) 3307 Medical Staff Professional Practice Evaluation.. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.

e. Verification and/or documentation provided by Contractor.

SAMPLE PERFORMANCE MEASURES

The table below is a sample that can be tailored – note that the table must identify where in the PWS the standards are found for monitoring performance. Check the MSO Customer Resource Center for approved mandatory QASPs.

Measures	SOW Referen ce	Performance Requirement	Standard	Acceptabl e Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1. Clinical Information Return	1.1	Clinical information CD available for pick-up by VA medical center courier.	MRI exam CDs available within 24 hours of care for interpretation by BVAMC Radiologist.	95%	Random Inspection, Time and Attendance Sheets, Quality Assurance Reports	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
2. Access / Volume	1.1	Central Scheduling must be able to schedule an appointment for a routine MRI in a timely manner	100 % completed within 14 days of desired date.	100%	Inspection	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
3. Access / Volume	1.1	Urgent MRIs examsare completed within 48 hours of desired time.	100% completed within 48 hours of desired time.	100%	Inspection	Favorable contractor performance evaluation.	Removal from contract
4. Access / Volume	1.1	Emergent MRI exams completed within two hours of desired time.	100% completed within two hours of desired time.	100%	Inspection	Favorable contractor performance evaluation.	Removal from contract
5. Quality Care	1.2c	Quality of MRI exams	95% or greater of MRI exams will be of optimal quality to promote interpretation without requests for resubmission	95%	Random Sampling	Favorable contractor performance evaluation.	Removal from contract
6. Quality Care	2.0b	Established MRI protocol will be followed	100% of technologists will be MR-certified and American Registry	100%	Inspection	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

			of Radiologic Technologists-certified (ARRT)				
7. Patient Safety	2.2	Established MRI protocol will be followed	100% of incidents of non-compliance with protocol will be discussed with VA radiologist prior to the scan.	100%	Inspection	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
8. Patient Satisfaction	3.6	Patient complaints about the quality of care are reported to the VA Patient Advocate, the COTR, and the CO for resolution.	100% All patient complaints are reported immediately (by close of next business day	100%	Surveys	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the</p>

	<i>GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., Management, Quality, Safety or Environmental Deficiency Report or letter).</i>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and perparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the CO determines formal written communication is required, the CO shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting.

The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRATOR NAME/TITLE

DATE

D.2 See attached document: Wage Determination .

SECTION E - SOLICITATION PROVISIONS

E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no

prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

ADDENDUM TO 52.212-2

BASIS OF SELECTION

MRI EXAM SERVICES

For the

Boise VA HEALTHCARE SYSTEM, BOISE, IDAHO

Proposals Are Due Into This Office

No Later Than 15 March 2013 At 12:00 PM Pacific Time.

EVALUATION -COMMERCIAL ITEMS - BASIS OF SELECTION

1. Contract Type: The contract will be firm fixed price. The Government intends to select one contractor for the subject solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

2. Responsive and Responsible: This is a low price, technically acceptable negotiated acquisition. A single Offeror will be selected who is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the RFQ's requirements and who has acceptable or neutral past performance.

3. Options: Four 1 year options are contemplated for this award.

4. Binding Contract: A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

5. SAM Registration: Offeror must be registered in the System for Acquisition Management (SAM). No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at <https://www.sam.gov/portal/public/SAM/>. On-line Representations and Certifications (ORCA) may also be filled out at this website.

6. Proposal Preparation Instructions:

6.1 Specific Instructions: All proposals shall be legible and prepared in the following general

format to be properly evaluated. A cover sheet with the company's name, address and telephone number, Request for Quote (RFQ) number, title of the RFQ and the original date of submittal. The original date shall be located in the upper right hand corner of the cover sheet. Return proposals no later than 01 March 2013, at 12:00:00 PM Pacific Time, to the address shown in Block 9, SF 1449. Offer shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. Offers should be emailed to the Contract Specialist at: paul.richardson@va.gov.

6.1.1 Format:

Part I: Executed Request for Proposals

Part II: Price

Part III: Technical Acceptability

Part IV: Past Performance

6.1.2 Part I - Executed Request for Proposals: requires the offeror to complete blocks 17a

(block 17a must include a Dun and Bradstreet number), 17b, 30a, 30b, and 30c, as applicable. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued. Online SAM documentation is acceptable and preferable.

6.1.3 Part II - Price: Insert proposed unit and extended prices in Contract Line Item Numbers (CLIN) 0001 through 0009. All prices shall be represented in two decimal positions only. Example: \$0.27, not \$0.27458.

6.1.4 Part III - Technical Acceptability: In accordance with the Performance Work Statement Section 2.0 entitled "Provider Qualifications", provide documentation verifying the following for a minimum of four (4) candidates who are proposed to fill these 2 positions:

The Contractor shall provide a resume and copies of the required certification/education for four (4) candidate who fulfill the following requirements.

- a. A device of 1.5 TESELA is required for this contract.
- b. Radiologist must be ACR (American College of Radiology) Standards for the Performance of Magnetic Resonance Imaging (MRI)
- c. Technologist will be MR-certified by the American Registry of Radiologic Technologists (ARRT)
- d. Speak, read and write English proficiently;
- e. Provide evidence of demonstrated current clinical competence to perform MRI exams;
- f. Be a US citizen or permanent resident;
- g. Have a professional degree and education applicable to medical staff members, e.g., NP
- h. Provide evidence of current professional liability insurance;
- i. Evidence of current privileges (if applicable);
- j. Names of most current employer(s) and three (3) peer reference contacts;
- k. Current copy of ACLS and/or BLS certifications;
- l. Provide the following health related information for each candidate:
 - (1) Evidence of current TB surveillance status;
 - (2) Evidence of current Hepatitis B vaccination and titer;
 - (3) Copy of the provider's social security card;

6.1.5. Part IV - Past Performance: Offeror shall submit the name of the company, telephone number and point of contact for a minimum of 3 recent and relevant contracts that show past performance information on the same type of contract as is proposed here. If the offeror has no past performance information on this type of contract, the offeror shall specifically state that it has no such past performance. The Government reserves the right to obtain past performance information from other sources. The past performance information shall include the following:

- a. Name of contracting activity(ies);
- b. Contract number(s);
- c. Contract type(s);

- d. Total contract value(s);
- e. Brief statement of contract work performed with contract performance period(s);
- f. Name, telephone and fax numbers, and email addresses of the subject contract(s)
Contracting Officer(s), Contracting Officer's Representative(s), and Program Manager(s).

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS	DEC 2012